



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 010] CHANDIGARH, TUESDAY, JANUARY 16, 2024 (PAUSA 26, 1945 SAKA)

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 27th December 2023

No. 13/2/62-HII(2)-2023/18806.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **48/2022 dated 25.10.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SANJEEV SHARMA S/O MOHAN LAL SHARMA, R/O HOUSE NO.222, SECTOR 52, CHANDIGARH (Workman)

AND

1. M/S AZAD HIND STORES PVT. LTD. SCO NO.34, SECTOR 17-E, CHANDIGARH THROUGH ITS DIRECTORS.
2. SH. ATULYA KUMAR, CEO, AZAD HIND STORES PVT. LTD., SCO 34, SECTOR 17-E, CHANDIGARH.
3. SH. AKSHIT KUMAR DIRECTOR, AZAD HIND STORES PVT. LTD., SCO NO.34, SECTOR 17-E, CHANDIGARH. (Management)

AWARD

1. Sanjeev Sharma, workman (*hereinafter called 'claimant-applicant'*) has presented industrial dispute under Section 2-A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the claimant-applicant worked as Helper in the Book Binding Section of M/s Azad Hind Stores Pvt. Ltd., SCO No.34, Sector 17-E, Chandigarh since April 1988 at the monthly salary of ₹ 300/- and in addition to that he was also paid over time charges. After three months of service, being fully satisfied with the working of the claimant-applicant Shri Lily Babu, Director of the company at that time, regularised the services of the claimant-applicant by enhancing his monthly salary to ₹ 450/-. The said Director got issued Employees' State Insurance (ESI) card of the claimant-applicant and also provided facility of Provident Fund. Besides, Diwali bonus was also paid to the claimant-applicant. The said Director also purchased insurance policy of all the staff including the claimant-applicant for an amount of ₹ 20,000/- for twenty years. On 01.01.1989, during the course of employment, the claimant-applicant met

Signature Verified
Digitally signed by
Jalinder Kumar
Date: 2024.01.16
15:25:09 +05'30'
Reason: I am the author.
Location:

(125)

This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>

with an accident and suffered head injury due to which he lost his mental balance and could not attend to his duties at the office. After taking treatment for long period and further in the year 2012, he could recollect that he was working at Azad Hind Stores and have not received his salary nor withdrawn his provident fund. Keeping in mind that his employers were good to him, the claimant-applicant visited the Azad Hind Stores at Sector 17, Chandigarh and requested the management No.2, who was present there at that time, but the claimant-applicant was not supplied with account number of his Provident Fund Account. Again few years passed by due to some other health issues but now the claimant-applicant is in dire need of funds and wishes to withdraw his Provident Fund but it is not possible without having PF account number available to him. The claimant-applicant received ₹ 500/- as full & final salary from the management on 29.12.2020. In order to supply PF account number of the claimant-applicant, the addressee (managements) were issued demand notice under Section 2-A of the ID Act through Assistant Labour Commissioner but no settlement could taken place due to non-appearance of management before the Assistant Labour Commissioner and the conciliation proceedings were closed on 27.07.2022. The claimant-applicant was advised to proceed further. Due to non-supply of Provident Fund Account number by the management, the claimant-applicant not only suffered financial loss but also suffered mental set back. The claimant-applicant is a 'workman' and the management of M/s Azad Hind Stores is an 'industry' as laid down in the ID Act. The claimant-applicant is a 'workman' as he was working at the M/s Azad Hind Stores, Chandigarh, therefore this Tribunal has got the jurisdiction to adjudicate the present claim statement. There is no alternative remedy except to approach this Tribunal for the grievance of the claimant-applicant. No such or similar petition arising out of the subject matter of the present petition has ever been filed or decided between the parties in any Tribunal / Court of Law. Prayer is made that an Award may be passed in favour of the claimant-applicant so that the managements-respondents supply the Provident Fund Account number to the claimant-applicant in the interest of justice, equity and fair play or any other order or direction as is deemed fit or proper may be issued.

3. Notice issued to managements-respondents No.1 to 3 for 14.11.2022 was received back un-served with the report 'office shifted'. On filing of correct address fresh notice to managements-respondents No.1 to 3 issued for 16.12.2022 under registered cover vide postal receipt dated 17.11.2022 was received back undelivered with the postal endorsement 'no such person'. Again on filing of correct address, fresh notice under registered cover vide postal receipts dated 13.02.2023 issued for dated 03.03.2023 to managements-respondents No.1 to 3 was not received back un-delivered but as per the track consignment report of postal department, delivery of RC on 14.02.2023 was confirmed. The case was adjourned from 03.03.2023 to 20.03.2023 for awaiting RC. Time period of 30 days elapsed from the date of issuance of RC but the same was not received back undelivered, therefore, deemed service of managements-respondents No.1 to 3 was effected. None appeared on behalf of managements-respondents No.1 to 3, thus vide order dated 20.03.2023 the managements-respondents No.1 to 3 were proceeded against *ex-parte*.

4. In *ex-parte* evidence the claimant-applicant Sanjeev Sharma examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with copy of documents Exhibit 'AW1/1' & Exhibit 'AW1/2'.

Exhibit 'AW1/1' is full & final settlement receipt dated 29.12.2020.

Exhibit 'AW1/2' is failure report bearing Memo No.1748 dated 27.07.2022 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh.

5. On 13.10.2023 the claimant-applicant closed his *ex-parte* oral evidence. On 25.10.2023 Learned Representative for the claimant-applicant closed *ex-parte* documentary evidence.

6. I have heard the arguments of Learned Representative for the claimant-applicant and perused the judicial file.

7. In order to prove its case the claimant-applicant Sanjeev Sharma examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of the claim statement in toto which are not reproduced here for the sake of brevity. AW1 has supported his oral version with documents Exhibit 'AW1/1' and Exhibit 'AW1/2'.

8. From the oral as well as documentary evidence, led by the claimant-applicant, it is duly proved on record that the claimant-applicant was appointed in April 1988 as Helper in the Book Binding Section of M/s Azad Hind Stores / management No. 1. The claimant-applicant remained in continuous employment of the management No.1 up to 01.01.1989. It is own case of the claimant-applicant that during course of employment, on 0.01.1989 he met with an accident due to which he suffered head injury resulting into loss of his mental balance. The claimant-applicant regained memory in the year 2012 and recollected that he was not paid his last monthly salary and his services being covered under the EPF scheme, he was not paid the amount of provident fund. So far as the arrears of unpaid salary of the claimant-applicant and reinstatement into service is concerned, as proved from receipt Exhibit 'AW1/1' the claimant-workman on 29.12.2020 in presence of the Labour Inspector, U.T. Chandigarh, received sum of ₹ 500/- in cash as full & final settlement from management No.1. In the receipt the claimant-workman mentioned that he foregoes the right of re-employment and nothing is due from the side of management.

9. In the present case, the claimant-applicant is not claiming reinstatement into service but his claim is confined to the amount allegedly lying deposited in his EPF account. The claimant-applicant has taken the plea that he is unable to withdraw the amount from his EPF account for want of the account number. Learned Representative for the claimant-applicant argued that the managements-respondents No.1 to 3 have been requested number of times to disclose and to provide particulars of EPF account of the claimant-applicant so that he may withdraw the amount from his said account but the managements-respondents did not pay any heed to the request of the claimant-applicant and failed to provide the EPF account number to the claimant-workman due to which claimant-workman is suffering from financial loss. Thus, necessary directions may be issued to the managements-respondents to disclose or to provide EPF account number of the claimant-applicant. To my opinion, the direction sought by the claimant-applicant does not fall within the purview of Section 2-A of the ID Act. Besides, this Court / Tribunal is not competent to exercise powers under the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (*hereinafter 'Act 1952'*). The claimant-applicant may seek appropriate remedy if any before the competent authority under the Act 1952, if so desire.

10. In view of the reasons recorded above, the present industrial dispute is *ex-parte* declined with liberty to the claimant-applicant to seek appropriate remedy if any before the competent authority under the Act 1952, if so desire. Appropriate Government be informed. File be consigned to the record room.

(Sd.),

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Dated : 25.10.2023.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 27th December, 2023

No. 13/2/60-HII(2)-2023/18808.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **42/2022 dated 14.09.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

HARNEK SINGH S/O SH. JODH SINGH EX-DRIVER NO. 13-A, CTU R/O SUKHGARH PO
MANAULI TEHSIL & DISTRICT MOHALI (PUNJAB) (Workman)

AND

1. THE DIVISIONAL MANAGER, CHANDIGARH TRANSPORT UNDERTAKING-CUM-DIRECTOR TRANSPORT, U.T, CHANDIGARH.
2. GENERAL MANAGER, CTU, DEPOT NO.I, CHANDIGARH (Management)

AWARD

1. Harnek Singh, workman has presented industrial dispute under Section 2-A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was duly selected and appointed as Driver after due selection in 1998 against vacant post but was given appointment on contract basis along with many other Drivers. In the year 1999, CTU tried to illegally terminate the services of all the Drivers, who were appointed on contract basis against vacant post in 1998. All the Drivers approached Hon'ble Central Administrative Tribunal (CAT) and the Hon'ble Tribunal stayed the termination of all the Drivers and further it was ordered that Drivers appointed on contract basis should not be terminated till date their posts are not filled with regular appointments. Thereafter, the workman had been working continuously till date of his illegal termination on 17.01.2020. During service an illegal order of termination of workman along with other Drivers was passed on 30.05.2007, which was challenged by the workman by way of IDR No.125/2009 along with others and all references were allowed and workman was ordered to be reinstated with 50% back wages and continuity of service vide Award dated 27.02.2013. Since then the workman had been working continuously till his illegal order of termination. The workman had been working continuously for about 22 years as Driver and he was never found wanting in the performance of his duties till his illegal order of termination dated 17.01.2020. The police officials in CTU buses were allowed free travel and in lieu of that police Department was paying fixed amount to CTU in lieu of providing free travelling facilities to police official. Since Police Department did not pay dues to CTU, therefore, it was orally ordered by CTU officials to issue tickets to the police officials if they travel in the buses of CTU. This action on part of CTU annoyed the police officials and they started to challan the CTU buses on false allegations and more than 70 buses were challaned within a short span including that of workman in the month of November and December 2018. The workman was wrongly challaned on 26.12.2018 on false allegation on the basis of suspicion. The workman was suffering from blood pressure, liver and disc problem and was under treatment from Homeopathic Doctor. All of a sudden there had been up-shoot of pain, therefore, the workman had taken the medicine which has alcoholic smell and the workman had not taken alcohol as alleged by the police and the police officials wrongly challaned the workman. No medical examination of the workman was conducted in spite of request on part of workman. The workman was issued show cause notice dated 25.02.2019 to which the workman submitted his reply on 15.03.2019. Without appreciating the reply of workman dated 15.03.2019 to show cause notice and without issuing any charge sheet, Inquiry Officer was appointed at the back of the workman without any notice to the workman in this regard. The Inquiry Officer did not conduct the inquiry as per rules i.e. Punjab Civil Services (Punishment & Appeal) Rules, 1970 and law of natural justice. The workman was neither supplied any documents including

copy of complaint nor any list of documents and witnesses were given to the workman. No witness was examined to prove the alleged report against workman and no opportunity of cross-examination was given to the workman. The Inquiry Officer proved the alleged allegations against the workman without examining any witness and without proving the alleged complaint if any against the workman as alleged in order and submitted ex-parte report against the workman. The workman was asked to make a representation against the inquiry report as per letter dated 09.09.2019 and workman submitted his representation against the findings of the inquiry report. Thereafter, without taking into consideration, the representation of workman to inquiry report, without giving any opportunity of personal hearing and without any reference to the findings of the Inquiry Officer, passed an order dated 17.01.2020 whereby services of the workman have been terminated without taking into consideration his past record and length of service as well as representation made by him. The workman filed an appeal on 29.01.2020 against the punishment order of termination dated 17.01.2020. The appellate authority without appreciating the facts that whether the charge sheet was issued for whether the Inquiry Officer conducted inquiry in a fair and proper manner and without appreciating the other submissions made by the workman in the appeal, dismissed the appeal of the workman as per order dated 17.03.2021 / 13.04.2021. The order of termination dated 17.01.2020 and order of appellate authority dated 17.03.2021 / 13.04.2021 are illegal and in violation of Punjab Civil Services (Punishment & Appeal) Rules, 1970 as extended to U.T. Chandigarh as well as against the law of natural justice. It is settled law that no major punishment can be passed without issuing charge sheet and without holding regular departmental inquiry. The order of termination is in violation of Section 33(1) of the ID Act because no permission was sought from Labour Court before terminating the services of the workman because dispute regarding regularization of his services was pending before the Labour Court in IDR No.10/2017 at the time of his illegal termination. The termination order has been passed in violation of Section 33(1) of the ID Act. Before terminating the services of the workman no charge sheet was issued and no departmental inquiry was conducted. Before terminating the services of the workman his reply was not considered at all, therefore, orders are illegal. It has been held in case of Avtar Singh - Driver No.30-A, CTU that termination of contractual Drivers without issuing charge sheet and without holding regular inquiry is illegal and he had been ordered to be reinstated by the Learned Labour Court, Chandigarh. The workman is also similarly situated as that of Avtar Singh, Driver No. 30-A. The workman has served the CTU for more than 21 years and he was never found wanting in the performance of his duties. The workman is a poor person and is only earning member in the family. If the termination order is not set aside, the workman along with the entire family shall suffer irreparable loss and injuries. The workman is unemployed after his illegal termination. Prayer is made that the workman may be ordered to be reinstated with continuity of service along with full back wages with interest @ 12% per annum.

3. On notice, management contested the claim statement by filing written statement on 27.01.2023 wherein preliminary submissions are made to the effect that applicant-workman is guilty of misrepresenting the facts and *supprescio veri* and *exprescio falsi* to the extent that applicant-workman has suppressed true and material facts in the present case and has approached this Hon'ble Court with unclean hands. It is trite law that one deserves no sympathy of the Court, who approaches the same with unclean hands. The present statement of claim is not maintainable and liable to be dismissed on the ground that the applicant-workman has no *locus standi* and cause of action to file the present claim statement as the terms & conditions of his appointment were very clear that his services shall automatically stand discontinued after expiry of contract period of 89 days or joining of a regular incumbent, whichever is earlier, without assigning any notice and no compensation of any type will be admissible to him on account of discontinuation of his contract service. The contractual appointment will not confer any right for regular appointment in CTU. The applicant was appointed as temporary Driver in the year 1998 for 89 days on contract basis. Further, his services were dispensed with on 12.07.1999 before completion of one year. Being aggrieved by the action of the respondent-management, the applicant-workman assailed the termination order before the Hon'ble CAT, Chandigarh by way of an Original Application 678/1998 wherein vide interim order dated 02.02.1999, the applicant-workman was ordered to be reinstated in service till the regular incumbent joins the respondent-office. In compliance of order dated 02.09.1999 passed by the Hon'ble CAT, Chandigarh, the applicant-workman was reinstated and he continued his service till 2007. Further, his services were dispensed with by the respondent-management, being no longer required vide order dated 29.05.2007. Feeling aggrieved by the above said order, the applicant-workman along with

other Drivers challenged the order dated 29.05.2007 before the Learned Labour Court, U.T. Chandigarh by way of filing IDR which was disposed off by the Learned Labour Court, U.T. Chandigarh vide Award dated 27.02.2013, whereby the applicant-workman was ordered to be reinstated on the same post on same terms & conditions with continuity of service and 50% back wages. The Award dated 27.02.2013 was challenged by the respondent-management before the Hon'ble High Court of Punjab & Haryana at Chandigarh by way of Civil Writ Petition, which was dismissed by the Hon'ble High Court. The order of the writ petition was challenged in the Hon'ble High Court by way of filing LPA. The LPA was admitted but no stay was granted regarding reinstatement in service. However, order of releasing 50% back wages was ordered to be stayed by the Hon'ble High Court subject to paying of 25% of back wages to the applicant-workman vide order dated 16.01.2015 and 23.02.2015 respectively. Accordingly, the applicant-workman was paid 25% back wages till 24.09.2014 as he was reinstated in the respondent-management on 23.09.2014 in compliance with orders of the Hon'ble High Court.

4. It is further submitted that the brief facts of the case are that on 26.12.2019 a drunken driving *Naka* was laid on Sector 25/38 dividing road (Sector 38 side) from 8:00 P.M. to 10:00 P.M. by the Chandigarh Traffic Police. During checking Sh. Harnek Singh - Driver No.13-A (contractual) was made to blow the Alco-Sensor and found that he was under the influence of liquor. The reading of Alco-Sensor was 132 Mg. of alcohol per 100 Ml. of his blood. The police impounded the bus No.CH-01-GA-4733 and the DSP Police informed the respondent-management in this regard. A fact finding inquiry was conducted by the Inquiry Officer, who concluded that the Traffic Police had rightly made the challan of Sh. Harnek Singh, Driver No.13-A (contractual) for drunken driving. Further, the competent authority after going through the facts of the case found that Sh. Harnek Singh - Driver No.13-A (contractual) had consumed liquor while on duty which is a serious matter in violation of the provisions of laid in the Motor Vehicle Act, 1988 (*hereinafter in short 'MV Act'*). Therefore, Sh. Harnek Singh - D-13-A (contractual) was found not a fit person to be retained in service. Hence, his services were dispensed with vide order dated 17.01.2020, being not a fit person for violating the provisions of MV Act. The relevant extract of order dated 17.01.2020 is reproduced as under :-

"Now, therefore, the undersigned has gone through the facts of the case and found that Sh. Harnek Singh, D-13-A (contractual) had consumed liquor while on duty, which is a serious matter and violations of the provisions made in the Motor Vehicle Act. The undersigned is of the view that Sh. Harnek Singh, D-13A (Contractual) is not a fit person to be retained in service. Hence, his services are hereby dispensed with being not fit person for violating the provisions made in the Motor Vehicle Act."

The workman filed an appeal to the appellate authority against the termination order dated 17.01.2020 on 29.01.2020. Further, the appeal filed by the workman was dismissed being devoid of merits by the appellate authority vide order dated 17.03.2021 and endorsement No.4139 dated 13.04.2021. The workman filed demand notice under Section 2-A of the ID Act before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh on 20.07.2021. The management filed the reply and denied the claim of the workman, therefore, no conciliation could be effected and the Conciliation Officer made failure report on 26.10.2021.

5. Further on merits, it is stated that the applicant-workman was appointed as Driver on consolidated salary for 89 days, vide his appointment letter dated 11.12.1998 purely on contractual basis. Further similar stand is taken as taken in the preliminary submissions. However, it is stated that the punishment order dated 17.01.2020 passed by the competent authority are just legal and valid. The workman being a contractual employee was issued show cause notice vide office memo No.74/TA-II/HOD/CTU/2019 dated 25.02.2019 directing him to submit his reply to show cause notice issued to him. The workman submitted his reply to show cause notice which was duly considered and after being found unsatisfactory the competent authority ordered to hold a fact findings departmental inquiry by appointing an Inquiry Officer. The Inquiry Officer submitted his inquiry report on 24.07.2019, wherein the challan issued by the police showed 150 Mg. of alcohol in the blood of the workman, which does not occur due to the Homeopathic medicine and moreover the prescription of Homeopathy Doctor submitted by the Driver is of 30.03.2019, which was over three months old after the date of challan and moreover the said Driver (workman) had already paid the penalty of challan before the Court

without contesting any plea. Accordingly, the Traffic Police has rightly made the challan for drunken driving. Moreover, he has also submitted his confession in writing on 18.04.2019 in this regard. Further, the workman was called in connection with Memo No.74 dated 25.02.2019 already issued to him. He was given an opportunity to say something by way of his explanation. He was carefully listened. During personal hearing he only stated that he had taken Homeopathic medicine and not consumed alcohol while on duty on 26.12.2018. Accordingly, the competent authority after going through the fact of the case found that Sh. Harnek Singh - Driver No.13-A (contractual) had consumed liquor while on duty, which is a serious matter and in violation of the provisions of the MV Act. In view of the fact that competent authority had come to the conclusion that Sh. Harnek Singh - Driver No.13-A is not a fit person to be retained in service. Hence, his services were dispensed with, being found not a fit person to be retained in services for violating the provisions of the MV Act. The issuance of charge sheet, conducting inquiry in a fair & proper manner, appreciation of the submissions made by the parties are meant only for regular employees of the management whereas the workman was not a regular / permanent employee of the management, rather a contractual employee. Accordingly, the procedure was followed by conducting a Fact Finding Inquiry against him. Rest of the contents of the claim statement are denied as wrong.

6. Workman filed rejoinder wherein the contents of the written statement except admitted fact, are denied as wrong and averments of claim statement are reiterated.

7. From the pleadings of the parties, following issues were framed vide order dated 23.02.2023 :-

1. Whether the termination of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and consequential benefits along with interest, as prayed for ? OPW
3. Whether the claim application is not maintainable ? OPM
4. Relief.

8. In evidence workman Harnek Singh examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents Exhibit 'W1' to 'W9'.

Exhibit 'W1' is Award dated 23.04.2013 passed by the Presiding Officer, Industrial Tribunal & Labour Court, U.T, Chandigarh.

Exhibit 'W2' is copy of show cause notice dated 25.09.2009.

Exhibit 'W3' is copy of reply dated 15.03.2019 to the charge-sheet.

Exhibit 'W4' is copy of inquiry report dated 24.04.2019.

Exhibit 'W5' is copy of dismissal order dated 17.01.2020.

Exhibit 'W6' is copy of appeal dated 29.01.2020 against the punishment order dated 17.01.2020.

Exhibit 'W7' is copy of Appellate Order dated 17.03.2021 passed in appeal No. 01 of 2020.

Exhibit 'W8' is copy of demand notice dated 20.04.2016.

Exhibit 'W9' is copy of award dated 24.04.2019 passed by Presiding Officer, Labour Court, U.T, Chandigarh.

On 24.07.2023 the workman closed his evidence in affirmative.

9. On the other hand, management examined MW1 Sumitra Rawat - Senior Assistant, Office of Divisional Manager, CTU, Director Transport, U.T. Chandigarh, who tendered her affidavit Exhibit 'MW1/A' along with attested copies of documents Exhibit 'MW1/1' and Exhibit 'MW1/2'.

Exhibit 'MW1/1' is letter dated 04.01.2019 from the O/o Deputy Superintendent of Police, Chandigarh to the Director Transport, U.T, Chandigarh.

Exhibit 'MW1/2' is confession letter dated 18.04.2019 of the workman to Director Transport CTU, Chandigarh. On 28.08.2023 Learned Law Officer closed oral evidence. On 14.09.2023 Learned Law Officer closed documentary evidence on behalf of the management.

10. I have heard arguments of Learned Representative for the workman and Learned Law Officer for the management. My issue-wise findings are as below :-

Issue No. 1 & 2 :

11. Onus to prove issues No.1 & 2 is on the workman. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

12. In order to prove these issues, workman Harnek Singh examined himself as his own witness as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W9'.

13. On the other hand, to rebut the evidence of the workman, management examined MW1 Sumitra Rawat - Senior Assistant, Office of Divisional Manager, CTU, Director Transport, U.T. Chandigarh, who vide her affidavit Exhibit 'MW1/A' deposed that the applicant was appointed as temporary Driver in the year 1998 for 89 days on contract basis. His services were dispensed with on 12.07.1999 before completion of one year. Being aggrieved by the action of the respondent/ management, the applicant assailed the termination order before the Hon'ble CAT, Chandigarh, by way of an Original Application 678/1998, wherein vide interim order dated 02.09.1999, the applicant was ordered to be reinstated back in the service till the regular incumbents join the respondent office. MW1 further deposed that on 26.12.2019, a drunken driving Naka was laid on Sec-25/38 dividing road (Sector 38 side) from 8.00 P.M. to 10.00 P.M. by the Chandigarh Traffic Police. During the checking, Sh. Harnek Singh, Driver No. 13-A (Contractual) was made to blow the Alco-Sensor and found that he was under the influence of the liquor. The reading of Aloc-Sensor was 132 mg of alcohol per 100 ml of his blood. The police impounded the Bus (No.CH-01-GA-4733) and the Office of DSP, Traffic (South) informed the respondent / management in this regard vide letter dated 04.01.2019. MW1 proved copy of letter dated 04.01.2019 as Exhibit 'MW1/1'. MW1 also deposed that the Competent Authority issued a Show Cause Notice vide memo No. 74 dated 25.02.2019 to the workman on account of violation of the guidelines of the management, which amounts to grave misconduct on his part. The workman had replied to the Show Cause Notice dated 15.03.2019 and the same was considered by the Competent Authority and after being found the same not satisfactory, the Competent Authority ordered to conduct a fact finding Inquiry. The workman filed an appeal to the Appellate Authority against the termination order dated 17.01.2020 on 29.01.2020 and the same was dismissed being devoid of any merit by the Appellate Authority vide order dated 17.03.2021. The workman was not a regular employee of this organisation, thus the inquiry as per rules of Punjab Civil Services (Punishment & Appeal) Rules could not be conducted in this case. The workman had submitted his confession in writing on 18.04.2019 regarding drunk and driving. MW1 proved the confession of the workman dated 18.04.2019 as Exhibit 'MW1/2'.

14. From the oral as well as documentary evidence led by the parties, it comes out that there is no dispute between the parties that the workman was selected as Driver in the year 1998 against vacant post on contract basis. His services were terminated in the year 1999 along with other contractual employees. The workman along with other contractual employees challenged the order of termination of their services before Hon'ble CAT by filing OA No.678/1999 wherein the Hon'ble CAT passed an interim order dated 02.09.1999 directing the respondent-department to allow the contractual employees on duty / service till the regular incumbent are selected. In compliance with order dated 02.09.1999 passed by the Hon'ble CAT the workman was reinstated into service and his services continued till 2007. Again in the year 2007 the services of the contractual employees including the workman were terminated by the department being no longer required vide order dated 29.05.2007. The workman challenged the order of termination dated 29.05.2007 before the Labour Court in IDR No.125/2009 which was decided vide Award dated 27.02.2013 passed by the Presiding Officer,

Industrial Tribunal & Labour Court, U.T. Chandigarh whereby the workman was reinstated into service on the same post on the same terms & conditions with continuity of service and 50% back wages. The department-management challenged the award dated 27.02.2013 before the Hon'ble High Court of Punjab & Haryana at Chandigarh by filing Civil Writ Petition, which was dismissed. The order of dismissal of writ petition was challenged by the management department by filing LPA. The LPA was admitted but no stay order was granted regarding reinstatement in service, however, the order for releasing 50% back wages was ordered to be stayed subject to payment of 25% back wages to the workman vide order dated 16.01.2015 and 23.02.2015 respectively. Accordingly, the workman was paid 25% back wages till 24.09.2014 and he was reinstated in the management on 23.09.2014 in compliance with the orders of the Hon'ble High Court.

15. The dispute between the parties is with regard to termination order dated 17.01.2020 whereby the services of the workman were dispensed with for violating the provisions of the MV Act. Further, there is no dispute between the parties with regard to the fact that on 26.12.2018 the Chandigarh Traffic Police was holding Naka at the dividing road of Sector 25/38 towards Sector 38 side. During checking the workman who was performing duty as Driver with Bus bearing registration No.CH-01-GA-4733 on route No.71, upon examination as per the reading of the Alco-Sensor was found under the influence of liquor. The bus was impounded and traffic challan was issued against the defaulter i.e. Harnek Singh - Driver No.13-A, CTU on the allegation of drunk and driving being violation of the provisions of the MV Act. The management has alleged that on receipt of intimation regarding traffic challan of Harnek Singh - Driver of CTU Bus No.CH-01-GA-4733, a show cause notice was issued to Harnek Singh to which he filed his reply / defence statement. Sh. Yadwinder Singh - Law Officer conducted fact finding inquiry and vide his inquiry report Exhibit 'W4' gave the opinion that it appears that the Traffic Police made the challan for drunken driving. The Divisional Manager, CTU and Director Transport, U.T. Chandigarh, on the basis of fact finding report Exhibit 'W4', passed order dated 17.01.2020 / Exhibit 'W5' whereby the services of the workman Harnek Singh - D-13-A (contractual) were dispensed with being not fit person, for violating the provisions of the MV Act. The workman filed appeal / Exhibit 'W6' against punishment order dated 17.01.2020 / Exhibit 'W5'. The appeal was dismissed vide order dated 17.03.2021 passed by Sh. Mandip Singh Brar, IAS, Deputy Commissioner-cum-Secretary Transport, Chandigarh Administration. The grievance of the workman is that before passing order of major penalty i.e. termination of services, he was not issued any charge sheet and no domestic inquiry was held. On the other hand, Learned Law Officer for the management defended the order of termination by arguing that workman is a contractual employee and there is no requirement to initiate disciplinary proceedings of holding regular domestic inquiry against him for his misconduct. Learned Law Officer laid much stress upon the fact that the workman had confessed his guilt regarding drunk & driving, in writing on 18.04.2019 and the copy of his confession dated 18.04.2019 has been proved into evidence vide Exhibit 'MW1/2'. Besides, Harnek Singh - D-13 (contractual) has compounded the traffic challan before the Magistrate without any contest and has paid the penalty amount. To support his contention Learned Law Officer referred cross-examination of AW1 wherein he has admitted as correct that he has compounded his challan before CJM, Chandigarh and paid fine of ₹ 2,000/-. AW1 further stated that he did not contest the challan before the Court of CJM, Chandigarh. To my opinion, as far as Exhibit 'MW1/2' is concerned, Sh. Yadwinder Singh - Inquiry Officer has given fact finding report dated 24.07.2019. The alleged confession statement Exhibit 'MW1/2' is dated 18.04.2019. In the fact finding inquiry report no reference has been made to the alleged confession statement dated 18.04.2019 / Exhibit 'M1/2'. As per fact findings inquiry report, the Inquiry Officer has taken into consideration the reply to the show cause notice submitted by Harnek Singh and the prescription slip dated 30.03.2019 of Homeopathic Doctor submitted by Harnek Singh but has not taken into consideration the alleged confession statement Exhibit 'MW1/2'. The relevant portion of fact findings inquiry report dated 24.07.2019 is reproduced as below :-

"Relied upon above said information, the Competent Authority issues Show Cause Notice to Sh. Harnek Singh, Driver No. 13A, for violating the directions of this office.

Sh. Harnek Singh, Driver No. 13A submitted the reply to the said Show Cause Notice whereby he took the plea that he is suffering from the disease called high blood pressure for which he forgot to take the medicine in the morning due to which his blood pressure was high at the time of challan. He further submitted in his reply that he also took the

homeopathy medicine for his liver and disc problem and on asking about the smell of alcohol by the policeman. I showed him the homeopathic medicine and lead that the smell is only due to I took this medicine. He also tender the prescription slip of homoeopathic doctor dated 30.03.2019.

I have gone through the file and defence statement submitted by the delinquent official alongwith the challan issued by the police. The challan showed 150 mg alcohol in the blood of driver which in my view does not occur due to the homeopathic medicine and moreover the prescription of homeopathic doctor submitted by the driver is of dated 30.03.2019 which is over three months after the date of challan and moreover the said driver had already paid the penalty of challan before the court without any such plea.

Thus, in view of above, it appears that the traffic police has rightly made the challan for drunken driving."

16. In the present case, during cross-examination of workman / AW1 the alleged confession statement Exhibit 'MW1/2' has not been put to him by the management. If for the sake of argument it is assumed that vide Exhibit 'MW1/2' the workman has admitted the fact that on 26.12.2018 he was driving CTU Bus No.CH-01-GA-4733 while under the influence of liquor and that he compounded the traffic challan without any contest before the Court of Learned CJM, Chandigarh, in that situation also the management department was bound to conduct regular domestic inquiry against the workman. As per the law laid down by our Hon'ble High Court in **Karam Singh Versus Managing Director, National Health Mission and Others, reported in 2022(2) SCT 9**, where question is of misconduct, regular inquiry has to be conducted even if employee is contractual employee. Hon'ble High Court in para 5 of its judgment held as below :-

*"5. Undoubtedly, the petitioner is a contractual employee and in terms of the contract, his services could have been terminated without conducting any inquiry. However, the termination was on account of misconduct as is evident from the order dated 25.10.2019 (Annexure P-22) and in a Division Bench judgment of this Court in **Union Territory of Chandigarh and others v. Central Administrative Tribunal, Chandigarh Bench and others 2011(1) SCT 777**, it has been held that where the question is of misconduct, regular inquiry has to be conducted even if the employee is a contractual employee. No judgment to the contrary has been cited and thus, the impugned order is liable to be set aside on this short ground alone."*

The Hon'ble High Court of Punjab & Haryana in a case titled as **Municipal Committee, Ahmedgarh Versus Rajinder Kumar & Another reported in 2009(3) SCT 650**, in para 8 of its judgment held as below :-

*"8. It is well settled that termination of a regular employee without following principles of natural justice is not permissible (**Delhi Transport Corporation v. DTC Mazdoor Congress and others, AIR 1991 Supreme Court 101**). Section 45 of the Act clearly lays down the requirement of opportunity being given before passing an order of dismissal. No doubt, there can exception to this rule where charge itself is admitted but at least charge sheet had to be served. We are conscious that where no enquiry is held, the management may lead evidence and prove the charge. (See **Punjab National Bank Limited v. Its workmen, AIR 1960 Supreme Court 160, Delhi Cloth and General Mills Company v. Ludh Budh Singh, 1972(1) SCC 595 and Karnataka State Road Transport Corporation v. Smt. Lakshmidewanmma and Company, 2001(2) SCT 1041 : AIR 2001 Supreme Court 2090**). In the present case, the management has not followed that course."*

Accordingly, even if the workman has admitted his guilt vide Exhibit 'MW1/2', in that situation also it was mandatory to serve charge sheet to him before passing an order of termination of his services. MW1 in her cross-examination

stated the Punjab Civil Services (Punishment & Appeal) Rules, are applicable to the employees of CTU. At present the Central Civil Services Rules have been made applicable. She is conversant with the facts of the present case. MW1 admitted as correct that no charge sheet under Punjab Civil Services (Punishment & Appeal) Rules was issued to the workman. MW1 has also admitted as correct that the workman was not joined in the proceedings of fact finding inquiry. MW1 further stated that there is no report of alco-sensor on the record. MW1 admitted as correct that no blood or urine sample was taken of the workman to ascertain if the workman was under the influence of liquor during duty on 26.12.2018.

17. In view of the reasons recorded above, the order dated 17.01.2020 of termination of services of the workman Exhibit 'W5' and order dated 17.03.2021 of dismissal of appeal Exhibit 'W7', being illegal, are hereby set aside. Consequently, the workman is entitled to reinstatement with continuity of service and 50% back wages.

18. Accordingly, both these issues are decided in favour of the workman and against the management.

Issue No. 3 :

19. Onus to prove this issue is on the management.

20. Under this issue, Learned Law Officer for the management contended that the workman has no *locus-standi* and cause of action. Besides, the workman has suppressed true and material facts, therefore, the present claim statement is not maintainable. To my opinion, the workman on being aggrieved from order of termination of his services and dismissal of his appeal against the termination order was left with no other option than to seek remedy under the ID Act. Thus, workman has a valid cause of action and *locus-standi*. The management has failed to point out which material facts are concealed or suppressed by the workman and how he has approached the Court with unclean hands. I do not find any defect in the present industrial dispute reference, so far its maintainability is concerned.

21. Accordingly, this issue is decided against the management and in favour of the workman.

Relief :

22. In the view of foregoing finding on the issues above, the present industrial dispute is allowed. Order dated 17.01.2020 of termination of services of the workman Exhibit 'W5' and order dated 17.03.2021 of dismissal of appeal Exhibit 'W7', being illegal, are hereby set aside and the workman is reinstated into service with continuity of service and 50% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.),

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Dated : 14.09.2023.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 27th December, 2023

No. 13/2/58-HII(2)-2023/18810.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **55/2022 dated 09.09.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

NIRMALA W/O SH. SANJAY KUMAR R/O H. NO. 1862, RAMDARBAR, PHASE-II, CHANDIGARH (Workman)

AND

M/S SUNHOME CABLE, PLOT NO. 137, INDUSTRIAL AREA, PHASE-II, CHANDIGARH THROUGH OCCUPIER/PROPRIETOR AND MANAGER (Management)

AWARD

1. Nirmala, workman has presented industrial dispute under Section 2-A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed by the management as Helper w.e.f. 06.05.2017. The workman continuously worked with the management without any break or interruption in service up to 16.02.2021. The workman successfully performed her duties as per the instruction and wish & wills of the management. The workman was punctual and honest towards her duties and there was no single complaint from any corner towards her job. The management was entirely satisfied with her work & conduct and was working under direct control & supervision of the management. The management has not issued any appointment letter, attendance card, wages slips, designation letter, service certificate and employment card to the workman. The workman was earlier terminated on 23.03.2020 by the management. The workman raised demand notice dated 28.05.2020 under Section 2-A of the ID Act and after intervention of the Assistant Labour Commissioner, U.T. Chandigarh under settlement dated 25.08.2020 the workman was reinstated into service without continuity of service. But the management did not reinstate the workman at original work place / duty and started torturing and adopted unfair labour practices. On 17.03.2021 the workman reported for duty but the management refused to allow her duty and even did not allow her to enter the premises of the management. The workman made several verbal as well as written requests to allow her duty but the management did not hear any single request. Without any fault of the workman the management terminated her services. The management verbally terminated the services of the workman without giving any prior notice. When the workman approached the concerned authorities of the management, they did not assign any reason of termination of service. There is clear violation of principle of natural justice. The workman is totally unemployed after her arbitrary termination. The management has not issued any memo, charge sheet nor conducted any inquiry in any matter before termination. The management has not offered notice pay and compensation to the workman. The management has not paid or

offered pay in lieu of notice or compensation. Job of the workman still exist and juniors to the workman are still retained in service by the management. Therefore, there is violation of Section 25-F, 25-G & 25-H of the ID Act. Illegal termination has badly disturbed the survival of the workman and her family. The management never complies with the provisions of law and infringed the legal right of the workers. Termination order is illegal, unjustified, mala fide and in violation of the provisions of the ID Act. Prayer is made that termination order may be declared illegal and the workman may be reinstated into service with continuity of service, full back wages and consequential benefits.

3. On notice, the management appeared through its authorized representative and contested the claim of the workman by filing written statement on 14.03.2023, wherein preliminary objections are raised on the ground that the present claim statement is not maintainable as no cause of action accrued to the workman to file the present claim against the answering management. The workman herself left / abandoned the service of the answering management after taking all her dues. The workman has not approached this Court with clean hands and has violated the principles of equity. It is settled law that who seeks equity must do equity. The workman has suppressed the true & material facts and deliberately pleaded wrong facts with an intention to mislead this Court for her personal vested interest which is only to cause humiliation and harassment to the answering management.

4. Further it is submitted that the workman joined M/s Sun Home Cable Industries on 08.01.2020 as Helper and had worked up to 21.03.2020. Thereafter, the operations of the answering management remained suspended till 20.05.2020 due to COVID-19 pandemic. The answering management resumes its operations on 21.05.2020. The workman did not join the services of the answering management as she left / abandoned the services without any intimation. Thereafter, the workman served a demand notice dated 28.05.2020 under Section 2-A of the ID Act upon the answering management on false and flimsy grounds. The said demand notice dated 28.05.2020 was disposed off as settled by the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh on 25.08.2020. In view of the settlement dated 25.08.2020 the workman again joined the services of the answering management on 27.08.2020 as Helper and worked up to 16.02.2021 and thereafter again abandoned the services of the answering management. Since the workman did not join her duties thus the answering management issued letter dated 29.03.2021 to the workman informing her to join the duty as soon as possible, but no response was received from the workman. Thereafter, the workman served second demand notice upon the answering management and informed the Assistant Labour Commissioner, Chandigarh that her services were terminated vide letter dated 11.08.2021. Further a letter dated 20.09.2021 was also issued to the workman to join the work on or before 01.10.2021 but the workman never joined the duty. The answering management paid the pending salary of the applicant through RTGS on 05.03.2021.

5. On merits, it is stated that the workman is habitual absentee. The salary of the workman was credited in the account through RTGS, thus there is no need of wage slip, attendance card etc. Further there is no need of any memo, charge sheet or inquiry as the workman herself abandon the services of the answering management on 21.03.2020 and further on 12.03.2021. The management has not violated the provisions of the ID Act as the workman herself abandoned the services of the answering management. There is no need of any notice or compensation in lieu of notice period. The answering management specifically mentioned in the memorandum of settlement dated 25.08.2020 that the workman will be posted as Helper but she was not at all interested in work and abandoned her services on 12.03.2021. Further the averments made in preliminary objections and submissions are reiterated. Other averments of claim statement are denied. Prayer is made that the claim statement may be dismissed.

6. The workman filed rejoinder, wherein the contents of written statement are denied as wrong except the admitted facts of the claim and the averments of the statement of claim are reiterated.

7. From the pleadings of the parties, following issues were framed vide order dated 06.04.2023 :-

1. Whether the termination of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled for reinstatement with continuity of service, back wages and other consequential benefits, as prayed for ? OPW
3. Whether the workman has not approached the Court with clean hands and suppressed the material facts ? OPM
4. Relief.

8. On joint request of the parties, the case taken up in Pre-Lok Adalat on 16.08.2023, wherein Shri Jagdish Kumar, Manager of the management got recorded his statement, which is reproduced as below:-

"I have appeared on behalf of the management. The management has affected compromise with the workman and accordingly the management hereby pay the amount of ₹ 5,000/- to the workman towards full & final settlement by way of cheque No.000364 dated 11.08.2023 drawn on HDFC Bank Ltd., SCO No. 194-195, Industrial Area, Phase - II, Chandigarh. Copy of the cheque is Mark 'C1'."

9. His statement was countersigned by Learned Representative for the management.

10. The workman also got recorded her statement, which is reproduced as below :-

"I have heard statement of Shri Jagdish Kumar - Manager of the management got recorded by him in the Pre-Lok Adalat. I agree with the same. I have received the original cheque No. 000364 dated 11.08.2023 drawn on HDFC Bank Ltd., SCO No.194-195, Industrial Area, Phase - II, Chandigarh towards final & final settlement. Therefore, the present industrial dispute may be disposed off being compromise in the Lok Adalat."

11. Her statement was countersigned by her Representative.

12. On 09.09.2023, on joint request case taken up in National Lok Adalat. Heard. In view of the above said statements recorded on 16.08.2023, this industrial dispute is disposed off as settled by way of compromise. In view of the compromise, the issues have become redundant, thus stands disposed off accordingly. Appropriate Government be informed. File be consigned to the record room.

(Sd.),

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Dated : 09.09.2023.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 27th December, 2023

No. 13/2/57-HII(2)-2023/18812.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **60/2022 dated 09.09.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

DHRUV NARAIN GOBIND RAV S/O PAWARI GOBIND RAV, H.NO.455, PHASE-I,
BAPUDHAM COLONY, SECTOR 26, CHANDIGARH (Workman)

AND

M/S GRAFTON ELECTRICAL INDUSTRIES, PLOT NO. 10, INDUSTRIAL AREA, PHASE-II,
RAM DARBAR, CHANDIGARH (Management)

AWARD

1. Dhruv Narain Gobind Rav, workman has presented industrial dispute under Section 2-A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed by the management as Die Fitter on 24.01.1998. The workman remained in the uninterrupted employment up to 15.03.2020 when his services were illegally & wrongfully terminated by refusing of work. The workman was drawing ₹15,000 as wages per month. The workman was allotted ESI No.7403801. Due to illness, the workman was on authorised leave on 14.03.2022 and 15.03.2022. On 16.03.2022 the workman went to attend his normal duty but he was refused work by the management without assigning any reason and notice. Refusal of work, which amounts to termination, is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25-F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Every time when the workman went to attend his normal duty he was asked to resign. The workman was never given any reason for giving resignation. The management used to get signatures on blank voucher from all the employees at the time of distribution of wages and the same may be misused by the management at any time. For his reinstatement the workman served upon the management a demand notice dated 23.05.2022. The management neither denied the contents of the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T, Chandigarh was requested for his intervention. The Conciliation Officer intervened but the dispute could not be settled within the stipulated period. Termination is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. Prayer is made that the workman may be reinstated with continuity of service along-with full back wages and without any change in his service condition.

3. On notice, the management appeared through its authorized representative and contested the claim of the workman by filing written statement on 14.03.2023, wherein preliminary objections are raised on the ground that the present reference is not maintainable in the eyes of law as the service of the workman was never terminated by the management. It is the workman who was absent from the work from 14.03.2022. He was directed to join the duties vide letter dated 30.03.2022.

4. On merits, the facts that the workman was appointed by the management as Die Fitter on 24.01.1998; the workman remained in the uninterrupted employment; the workman was drawing ₹ 15,000 as wages per month and the workman was allotted ESI No.7403801 are replied being matter of record. Further, it is pleaded that the workman left the job on 14.03.2022. The workman never came to attend the duty, despite issue of 4 letters sent to him on his residential address. This fact was brought to the notice of Labour Inspector and also to the Assistant Labour Commissioner U.T, Chandigarh. A reply was also submitted and again the workman

was requested to join the duty but he failed. Moreover, the relationship of the workman with the employer still exists as the management has never refused work/ terminated the service of the workman as alleged by the workman. Contents of para No. 3 & 4 are denied being wrong. Prayer is made that the claim statement of the workman may be declined.

5. The workman filed rejoinder, wherein the contents of written statement are denied as wrong except the admitted facts of the claim and the averments of the statement of claim are reiterated.

6. From the pleadings of the parties, following issues were framed vide order dated 10.04.2023 :-

1. Whether the termination of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled for reinstatement with continuity of service with full back wages and other consequential benefits, as prayed for ? OPW
3. Whether the present reference / claim statement is not maintainable ? OPM
4. Relief.

7. In evidence, the workman Dhruv Narain Gobind Rav examined himself as AW1 and tendered into evidence reply dated 06.06.2022 given to the management vide Exhibit 'W1'.

8. Case taken before National Lok Adalat on 09.09.2023, wherein Shri Hitesh Kumar Harjani - Partner of the management got recorded his statement, which is reproduced as below :-

"Stated that, I have effect compromise with the claimant/workman in the Lok Adalat. I agree to reinstatement the claimant/workman with continuity of service and further agree to pay 25% back wages which comes to Rs.67,500/-, within one week from today through bank transaction. The claimant/workman may join on 11.09.2023."

9. His statement is countersigned by Learned Representative for the management.

10. The workman also got recorded his statement, which is reproduced as below :-

"Stated that, I have effect compromise with the respondent/management in the Lok Adalat. I have heard the statement of Shri Hitesh Kumar Harjani got recorded by him in the Lok Adalat. I agree with the same. In view of the compromise the present Industrial Dispute Reference may be disposed off."

11. His statement is countersigned by his Representative.

12. Heard. In view of the aforesaid statements of parties, the present industrial dispute is disposed off as settled by way of compromise. In view of the compromise, the issues have become redundant, thus stands disposed off accordingly. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 09.09.2023.

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Sangeeta Nautiyal, W/o Geeta Parshad Nautiyal, # 16, Subhash Nagar, Manimajra, Chandigarh, have changed my name to Sangeeta.

[76-1]

I, Salamat, W/o Raj Mohmad, R/o House No. 1473, Churia Wala Mohalla, Manimajra, Chandigarh, have changed my name to Salamat Kaur.

[77-1]

I, Nancy, D/o Arun Kumar, R/o # 2280, Sector 27-C, Chandigarh. I have changed my name from Nancy to Nancy Maurya.

[78-1]

I, Sunita, D/o Ram Saran, R/o # 226, New Indira Colony, Manimajra, Chandigarh, declare that I have changed my name Sunita to Sunita Chauhan.

[79-1]

I, Manju, W/o Surjit Singh Thakur, R/o H. No. 1213, Sector 33-C, Chandigarh, have changed my name from Manju to Manju Thakur. Please concerned note.

[80-1]

मैं, जनक दुलारी, पुत्री महेश, निवासी मकान नंबर 1544-ए, धनास, चंडीगढ़, घोषणा करती हूँ कि मैंने अपना नाम जनक दुलारी से बदलकर अंजू शर्मा कर लिया है।

[81-1]

I, Lovepreet Singh, S/o Dalbir Singh, R/o # 2661, Sector 22-C, Chandigarh, declare that I have changed my name from Lovepreet Singh to Lovepreet Singh Mall.

[82-1]

I, Manju, W/o Surjit Singh Thakur, R/o H. No. 1213, Sector 33-C, Chandigarh. I have changed the name of my minor son Lakshey to Lakshey Thakur. Please concerned note.

[83-1]

I, Birender Pal Singh, S/o Iqbal Singh Anand, R/o # 3167, Second Floor, Sector 44-D, Chandigarh, have changed my name from Birender Pal Singh to Birender Pal Singh Anand.

[84-1]

I, Surjeet Singh, S/o Harbhajan Singh, # 257, Burail, Chandigarh, have changed my name to Surjit Singh.

[85-1]

I, Amit, S/o Prem Chand, R/o H. No. 2013/37, Sector 32-C, Chandigarh, have changed my name from Amit Kumar to Amit.

[86-1]

I, Surinder Kaur Sani, D/o Late Gurdial Singh, W/o Lakhbirpaul Singh Saini, R/o # 380, Sector 38-A, Chandigarh, have changed my name to Surinder Kaur.

[87-1]

I, Chirag, S/o Harish Kumar, # 151, Sector 18-A, Chandigarh, have changed my name to Chiraag Kalra.

[88-1]

I, Jai Pal, S/o Ram Singh, # 1478, Mauli Jagran Complex, Chandigarh, have changed my name to Jai Pal Sisodhiya.

[89-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."